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**AGENCY DISCLOSURE, CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT**

Date: \_\_\_\_\_ Buyer's Agent: \_\_\_\_\_

Property: 2809 Herd Rd., Duncan, BC, V9L 6A3; legally described as: LOT B SECTION 8 RANGE 6 SOMENOS DISTRICT PLAN 2758; PID: 006-363-075

Buyer's Name(s): \_\_\_\_\_  
(Please Print Legibly)

**Agency Disclosure**

John Morris has been appointed by Coldwell as the Vendor's Designated Agent (the "Designated Agent"). The conduct of the Vendor's Designated Agent is closely regulated by the Real Estate Council of British Columbia. Under British Columbia's Real Estate Services Act, agency and disclosure rules effective June 15, 2018 require licensees to inform customers of the duties and responsibilities owed to both clients and unrepresented parties before working with customers. In addition, the Real Estate Act prohibits dual agency. Licensees must make a Disclosure of Representation in Trading Services prior to providing any form of trading services to the customer; including:

- Making representations about the Property;
- Showing the Property;
- Negotiating the terms of a potential sale of the Property;
- Presenting offers for the Property; and
- Receiving deposits for the Property.

The attached Disclosure of Risks to an Unrepresented Party explains what a licensee acting for another party can and cannot do for an unrepresented party.

The attached Disclosure of Representation in Trading Services stipulates that the Designated Agent is acting for the Vendor and, as an interested purchaser, \_\_\_\_\_ (purchaser name) chooses to be an unrepresented party.

Please sign both of these documents in conjunction with this agreement to confirm that the Designated Agents have properly explained their duties and responsibilities as well as the risks to an unrepresented party.

## **Confidentiality & Non - Disclosure Agreement**

*In connection with the Buyer's consideration of a possible transaction to acquire the above-noted Property/Business, the Buyer and his/her Agent agree to the following terms and conditions:*

1. **Genuine Business Interest.** Buyer is genuinely interested in pursuing and possibly purchasing the above referenced Property/Business.
2. **Permitted Use.** Buyer will use the confidential information solely for purposes of evaluating the referenced Property/Business of the Seller.
3. **Confidentiality.** Buyer acknowledges that all information and materials furnished from the Broker concerning the above referenced Property/Business is confidential and may not be used for any purpose other than evaluation. Access to any information furnished by the Broker will be limited to attorneys, accountants, banking representatives, and business advisors directly involved with the Property/Business listed above.
4. **Non-Disclosure.** Buyer agrees not to disclose to any other person the fact that any discussion or negotiations are taking place with respect to the Property/Business or the actual or potential terms, conditions or facts involved in any such discussions or negotiations.
5. **Discretion.** Buyer agrees not to contact the Property/Business owner(s), employees, suppliers, or customers except through Broker, without the written permission of the broker. Buyer further agrees not to circumvent or interfere with Broker's written contract or verbal agreement with the Seller in any way.
6. **Binding Effect.** This agreement shall be governed and construed in accordance with the laws of Canada and the Province of BC and shall survive the Closing for a period of one year from the date of said closing or agreement. The word "Closing" shall include notification of non-interest on the part of the Buyer.
7. **Cost of Enforcement.** In the event that the Seller commences a judicial action to enforce the provisions of this Agreement, the prevailing party in such action shall be entitled to recover, in addition to such other amounts as may be permitted by law, all costs and expenses incurred by it in the prosecution of defense of such action, including reasonable attorney's fees.
8. **Warranty.** Coldwell Banker Oceanside Real Estate and its Brokers do not guarantee, warrant, either expressed or implied, any information and/or figures supplied by the Seller. The Buyer should rely on his own verification of this information as a part of his/her own due diligence.
9. **Reproduction Prohibited.** No copies shall be made or retained of any written information supplied to the Buyer by the Seller. At the conclusion of any discussion, negotiation or upon demand by the Seller, all information including written notes, photographs, or notes taken by the Buyer shall be returned to the Seller or Seller's Agent. Any information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by this Agreement.

Buyers Signature(s): \_\_\_\_\_

Date Signed: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

# Your Relationship with a Real Estate Professional

Real estate professionals have a regulatory requirement to present you with this consumer information before providing services to you.

This information explains the different relationships you can have with a real estate professional to buy, sell or lease property. Before you disclose confidential information to a real estate professional regarding a real estate transaction, you should understand what type of business relationship you have with that individual.

## BC Financial Services Authority

is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you. We're here to help you understand your rights as a real estate consumer.

**Keep this information page for your reference.**

### You can work with a real estate professional in one of the following ways:

#### AS A CLIENT

If you are the client of a real estate professional, they work on your behalf. The real estate professional representing you has special legal duties to you, including:

- **Loyalty.** They will act only in your best interests.
- **Full disclosure.** They must tell you everything they know that might influence your decision in a transaction.
- **Avoid conflicts of interest.** They must avoid any situation that would affect their duty to act in your best interests.
- **Confidentiality.** They must not reveal your private information without your permission, even after your relationship ends. That includes:
  - your reasons for buying, selling or leasing
  - your minimum/maximum price
  - any preferred terms and conditions you may want to include in a contract

When you become a client, you may be asked to sign a written agreement setting out your and the real estate professional's responsibilities.

#### AS A NON-CLIENT

A real estate professional who is not representing you as a client does not owe you special legal duties:

- **No loyalty.** They may be representing a client with competing interests to yours in a transaction. They must be loyal to their client, not you.
- **No duty of full disclosure.** They do not have a duty to give you all relevant information.
- **No duty to avoid conflicts.** They are not acting in your interests.
- **No confidentiality.** They must share any information you tell them with their clients in a transaction.

As a non-client, a real estate professional may give you only limited services.

Whenever a real estate professional works with you in a real estate transaction, whether you are their client or not, they have a responsibility to act honestly and with reasonable care and skill.

**Did you know buyers have a right to cancel a contract to purchase some types of residential real property in B.C.?**  
To learn more about the Home Buyer Rescission Period, visit [www.bcfsa.ca](http://www.bcfsa.ca) or talk to your real estate licensee, a lawyer, or a notary.

# Your Relationship with a Real Estate Professional

## DISCLOSURE OF REPRESENTATION IN TRADING SERVICES

**This is a required disclosure form in compliance with sections 54 of the Real Estate Services Rules.** Your real estate professional must present the **Your Relationship with a Real Estate Professional** information page to you along with this disclosure form.

## REAL ESTATE PROFESSIONAL DISCLOSURE DETAILS

I disclose that I am (*check one*):

☐ representing you as my client

☒ **not** representing you as a client

John Morris

Name

Team name and members, if applicable. *The duties of a real estate professional as outlined in this form apply to all team members.*

Coldwell Banker Oceanside Real Estate

Brokerage  
Authentisign

John Morris

02/23/24

Signature

Date

Notes:

2809 Herd Rd.

## CONSUMER ACKNOWLEDGMENT:

**This is NOT a contract**

I acknowledge that I have received the **Your Relationship with a Real Estate Professional** consumer information page and this disclosure form.

Name (optional)

Name (optional)

Initials (optional)

Date

Initials (optional)

Date

A copy of this disclosure is not required to be provided to BC Financial Services Authority unless it is specifically requested.

# Not a Client? Know the Risks

Real estate professionals have a regulatory requirement to present you with this consumer information.

This information from BC Financial Services Authority explains the risks of working with a real estate professional who is already representing a client in the same transaction.

We recommend that you seek independent representation in this real estate transaction.

## BE CAUTIOUS.

The real estate professional who gave you this form is already representing a client in this transaction. They owe a duty of loyalty to that client and must work in that client's best interests. They cannot represent you or work in your interests in this transaction.

**This real estate professional must tell their client any relevant information you share with them.** For example, if disclosed by you, they must share the following information:

- your reasons for buying, selling or leasing
- your minimum/maximum price
- any preferred terms and conditions you may want to include in a contract

Only share information that you are comfortable being disclosed to the other party in this transaction.

**BC Financial Services Authority** is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you. We're here to help you understand your rights as a real estate consumer.

**Keep this information page for your reference.**

**This real estate professional can only provide you very limited services.** Because this real estate professional must be loyal to their client and work in their client's interest, they can only give you limited assistance.

### THEY CANNOT:

- ✗ give you advice on an appropriate price
- ✗ give you advice about any terms and conditions to include in a contract
- ✗ negotiate on your behalf
- ✗ share any of their client's confidential information with you, like:
  - their minimum/maximum price
  - their reason for buying/selling/leasing.
- ✗ protect your confidential information

### THEY CAN:

- ✓ share general information and real estate statistics
- ✓ show a property and provide factual information about the property
- ✓ provide you with standard real estate forms and contracts
- ✓ fill out a standard real estate contract
- ✓ communicate your messages and present your offers to their client



## Not a Client? Know the Risks

### DISCLOSURE OF RISKS TO UNREPRESENTED PARTIES

This is a required disclosure form in compliance with section 55 of the Real Estate Services Rules. A real estate professional must present the Not a Client? Know the Risks information page to you along with this form.

### REAL ESTATE PROFESSIONAL DISCLOSURE DETAILS

I am already representing a client in this transaction and working in only their best interest. I am not representing you or acting on your behalf.

John Morris

Name

Team name and members. The duties of a real estate professional as outlined in this form apply to all team members.

Coldwell Banker Oceanside Real Estate

Brokerage

Authentisign

John Morris

Signature

02/23/24

Date

2809 Herd Rd

Duncan

BC V9L-6A3

Property address

Notes:

### CONSUMER ACKNOWLEDGMENT:

This is NOT a contract

I acknowledge that I have received the **Not a Client? Know the Risks** consumer information page and this disclosure form.

I understand that the real estate professional named above is not representing me as a client or acting on my behalf in this transaction.

Name (optional)

Name (optional)

Initials (optional)

Date

Initials (optional)

Date

A copy of this disclosure is not required to be provided to BC Financial Services Authority unless it is specifically requested.

